

# **FIDDLER'S CREEK**

**COMMUNITY DEVELOPMENT**

**DISTRICT #1**

**December 14, 2022**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**AGENDA  
LETTER**

# Fiddler's Creek Community Development District #1

## OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431

Phone: (561) 571-0010 • Fax: (561) 571-0013 • Toll-free: (877) 276-0889

December 7, 2022

Board of Supervisors  
Fiddler's Creek Community Development District #1

**ATTENDEES:**  
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Dear Board Members:

The Board of Supervisors of the Fiddler's Creek Community Development District #1 will hold a Regular Meeting on December 14, 2022 at 8:00 a.m., at the Fiddler's Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. Members of the public may listen to and participate in the meeting via conference call at **1-888-354-0094**, Participant Passcode: **709 724 7992**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments: Non-Agenda Items *(3 minutes per speaker)*
3. Consideration of Resolution 2023-01, Declaring a Vacancy in Seats 1 and 2 of the Board of Supervisors Pursuant to Section 190.006(3)(b), Florida Statutes; and Providing an Effective Date
4. Consider Appointment of Qualified Elector to Fill Seat 1 Vacany; *Term Expires November 2026*
  - Administration of Oath of Office to Newly Appointed Supervisor *(the following to be provided in a separate package)*
    - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - B. Membership, Obligations and Responsibilities
    - C. Financial Disclosure Forms
      - I. Form 1: Statement of Financial Interests
      - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - III. Form 1F: Final Statement of Financial Interests
    - D. Form 8B, Memorandum of Voting Conflict

5. Consider Appointment of Qualified Elector to Fill Seat 2 Vacany; *Term Expires November 2026*
  - Administration of Oath of Office to Newly Appointed Supervisor
6. Consideration of Resolution 2023-02, Designating Certain Officers of the District, and Providing for an Effective Date
7. Consideration of Award of Contract for Landscape Maintenance
8. Quality Control Lake Report – November 2022: *SOLitude Lake Management*
9. Health, Safety and Environment Report
  - A. Irrigation and Pressure Cleaning Efforts: *Julie Staar*
  - B. Security and Safety Update: *Ed Jasiiecki*
10. Developer's Report
  - A. Architectural Renderings of Championship Drive Gatehouse Remodel
  - B. Golf Course Site Development Plans
11. Engineer's Report: *Hole Montes, Inc.*
12. Discussion: Notice of Anticipatory Breach of Interlocal Agreement with Fiddler's Creek CDD #2 [Traffic Signal Cost Sharing]
13. Consideration of Non-Disturbance and Encroachment Agreement
14. Discussion: Fiddler's Creek Foundation, Inc., Pressure Cleaning Service Agreement
15. Continued Discussion: Plat Review of Mulberry to Determine Maintenance Responsibilities for Sidewalk Repairs
16. Acceptance of Unaudited Financial Statements as of October 31, 2022
17. Approval of October 26, 2022 Regular Meeting Minutes
18. Action/Agenda or Completed Items
19. Staff Reports
  - A. District Counsel: *Woodward, Pires and Lombardo, P.A.*
  - B. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: January 25, 2023 at 8:00 A.M.
  - QUORUM CHECK

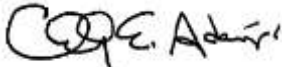
Seat 1		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Seat 2		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Seat 3	Joseph Schmitt	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Seat 4	Robert Slater	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
Seat 5	Frank Weinberg	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

C. Operations Manager: *Wrathell, Hunt and Associates, LLC*

20. Supervisors' Requests
21. Public Comments
22. Adjournment

Should you have any questions, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chesley E. Adams, Jr.  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL IN NUMBER: 1-888-354-0094**

**PARTICIPANT PASSCODE: 709 724 7992**

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

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**RESOLUTION 2023-01**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 DECLARING A VACANCY IN SEATS 1 AND 2 OF THE BOARD OF SUPERVISORS PURSUANT TO SECTION 190.006(3)(b), FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Fiddler's Creek Community Development District #1 ("**District**") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, on November 8, 2022, two (2) members of the Board of Supervisors ("**Board**") are to be elected by "**Qualified Electors**," as that term is defined in Section 190.003, *Florida Statutes*; and

**WHEREAS**, the District published a notice of qualifying period set by the Supervisor of Elections at least two (2) weeks prior to the start of said qualifying period; and

**WHEREAS**, at the close of the qualifying period, no Qualified Electors qualified to run for the two (2) seats available for election by the Qualified Electors of the District; and

**WHEREAS**, pursuant to Section 190.006(3)(b), *Florida Statutes*, the Board shall declare Seats 1 and 2 vacant, effective the second Tuesday following the general election; and

**WHEREAS**, pursuant to Section 190.006(3)(b), *Florida Statutes*, two (2) Qualified Electors shall be appointed to the vacant seats within 90 days thereafter; and

**WHEREAS**, the Board finds that it is in the best interests of the District to adopt this Resolution declaring the seat available for election as vacant.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIDDLER'S CREEK COMMUNITY DEVELOPMENT DISTRICT #1:**

**SECTION 1.** The following seat is declared vacant effective as of November 22, 2022:

Seat #1 (currently held by Joseph Badessa)

Seat #2 (Currently held by Torben Christensen)

**SECTION 2.** Until such time as the District Board appoints two (2) Qualified Electors to fill the vacancies declared in Section 1 above, the incumbent Board Supervisors of those respective seats shall remain in office.

**SECTION 3.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST:

**FIDDLER’S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors



**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

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**RESOLUTION 2023-02**

**A RESOLUTION OF THE FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1 DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Fiddler’s Creek Community Development District #1 (“District”) is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Collier County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to appoint the below-recited persons to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1:**

1. **DISTRICT OFFICERS.** The District officers are as follows:

\_\_\_\_\_ is appointed Chair

\_\_\_\_\_ is appointed Vice Chair

**Chuck Adams** \_\_\_\_\_ is appointed Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

**Craig Wrathell** \_\_\_\_\_ is appointed Assistant Secretary

2. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, Secretary and Assistant Secretaries; however, prior appointments by the Board for Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**ADOPTED THIS 14TH DAY OF DECEMBER, 2022.**

**ATTEST:**

**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT #1**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

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**Wrathell, Hunt and Associates, LLC**

TO: Fiddlers Creek CDD #1 - Board of Supervisors

FROM: Cleo Adams – District Manager

DATE: December 14, 2022

SUBJECT: Consideration of Award of Contract – Landscape Maintenance

Staff recently requested bids for the District’s landscape maintenance program. Eight landscape companies were invited to attend the pre-bid meeting, with four companies requesting packages and attending the mandatory pre-bid meeting.

As is typical with the District’s contracts, this is a one-year contract with a second-year option to renew, at the sole discretion of the District. The financial tabulation is as follows:

<b>Company</b>	<b>1<sup>st</sup> Year Price:</b>	<b>2<sup>nd</sup> Year Price:</b>
• Duval Landscape Maintenance, LLC	\$782,125.04	\$782,125.04
• GulfScapes of SW Florida, Inc. DBA, GulfScapes Landscape Mgt Services	\$901,914.00	\$901,914.00

Duval Landscape Maintenance, LLC was established in 2009 with their Corporate Headquarters located in Jacksonville, FL. Duval Landscape Maintenance, LLC failed to submit proof of place of business, however after conducting a record search it was determined that the Naples branch has been established since May of 2020 as Duval Landscape Maintenance and Nursery, LLC.

Their reference list includes Cascades World Golf Village, St Augustin; Harbor Isle at Anna Maria Sound, Bradenton; Flager Office Park, Jacksonville; and Verona Walk, Naples (\$3MM contract).

Duval Landscape Maintenance, LLC failed to provide their Business License, Bank & Credit References as well as their Equipment List.

Duval Landscape Maintenance, LLC failed to provide their BMP’s license; Pest Control and Irrigation License. Only License submitted; Landscape Restricted Contractors License (mowing, trimming, minor round-up applications).

Additionally, Duval Landscape Maintenance, LLC has indicated that they do not utilize E-Verify:

Pursuant to Chapter 448.095 FS, beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

By entering into this contract, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095 (2)© FS within the year immediately preceding the date of this contract.

GulfScapes of Southwest Florida, Inc. DBA, GulfScapes Landscape Management Services was established in 2008 with their principal place of business in Fort Myers, FL.

GulfScapes of Southwest Florida, Incl. DBA, GulfScapes Landscape Management Services failed to provide their Equipment List.

Their reference list includes Fiddlers Creek CDD #2 since 2015; maintaining a portion of the District property until recently; now maintaining all of District #2 property with a contract value of \$799K; The Brooks of Bonita Springs I & II CDD's since 2018; (\$817K); Traditions at Grey Oaks, Villages at Venetian Bay and Esperia at Bonita Bay; all provided positive feedback and have retained the contracts for four or more years.

Note that your current contractor, Landcare USA, LLC; attended the pre-bid meeting however determined that over the past four years, their profit margin has dropped to a point that they had no choice but to pull out of Fiddlers Creek.

For Fiscal Year 2022/23, the District has budgeted \$946,000 to cover the costs of this landscape maintenance contract. The current contract value is \$773,22.00.00.

The District Reserves the right to accept or reject any and all bids, to waive irregularities, technical errors and formalities, and to award the contract as it deems will best serve the interest of the Districts.

As stated in the District's Rules: The lowest, most responsive, responsible and best bid or proposal deemed to be the most advantageous to the District, as appropriate, shall be accepted. "Lowest, most responsive, responsible and best bid or proposal" means, in the sole discretion of the Board, the lowest cost bid or proposal that is: (A) submitted by a competent, responsible person or firm capable and qualified in all respects to perform fully the contract requirements, with the integrity and reliability, to insure full performance and timely completion; and (B) most responsive to the invitation to bid or request for proposals, as determined by the Board. *Minor variations in the bid may be waived by the Board.* Bids and proposals may not be modified after opening.

If you should have any questions or require additional information, please contact me at (239) 989-2939.

**Fiddlers Creek CDD #1  
Bid Analysis - December 2022**

<u>Company Name:</u>	<u>Qualifying Description:</u> (Section 3.07)	<u>Comments:</u>
<b>Duval Landscape Maintenance, LLC</b>	1. Use of Provided Submittal Form/Bid Surety 2. Submitted in Sealed Envelope 3. Subcontractor Letter & Qualifications 4. i.) Proof of Place of Business ii.) Adequate Resources iii.) Suitable Financial Backing iv.) References of Similar size Scope v.) Licenses, Cert.  vi.) Subcontractor Qualifications <b>Section 3.39 E-Verify</b>	Yes- Bid Bond Yes Not submitted; assume all in house No No - Equipment List Not Provided No - Bank & Credit References Not Submitted Yes - Verona Walk - \$3 MM No - Only Submitted COI and Collier Landscape Restricted Contractors License N/A No
<b>GulfScapes of SouthWest Florida, Inc. DBA, GulfScapes Landscape Mgt Services</b>	1. Use of Provided Submittal Form/Bid Surety 2. Submitted in Sealed Envelope 3. Subcontractor Letter & Qualifications  4. i.) Proof of Place of Business ii.) Adequate Resources iii.) Suitable Financial Backing iv.) References of Similar size Scope  v.) Licenses, Cert.  vi) Subcontractor Qualifications <b>Section 3.39 E-Verify</b>	Yes - Cahiers Check Yes Yes - Southeast Spreading (pine straw) and Go Green (tree services) Yes - Lee County Business License No - Equipment List Not Provided Yes - Bank & Credit References were provided Yes - Fiddlers Creek CDD #2 (\$799K) and The Brooks of Bonita Springs CDD's (\$817K) Yes - COI; Pest Control; Fert; Collier Landscape Restricted Contractor's License; Irrigation and BMP's Yes - See #3 above Yes

**FINANCIAL SUMMARY**

<b>Contractor:</b>	<b><u>1st Year:</u></b>	<b><u>2nd Year:</u></b>
<b>Duval Landscape Maintenance, LLC</b>	\$782,125.04	\$782,125.04
<b>GulfScapes of SouthWest Florida, Inc. DBA, GulfScapes Landscape Mgt Services</b>	\$901,914.00	\$901,914.00



**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

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**FIDDLER'S CREEK CDD #1**  
**Quality Control Lake Report**

#	Inspection Date	Action Items Observed	*Treatment Date	* Target
Group C				
36	11/9/2022	No action necessary at this time		
37 A/B	11/9/2022	No action necessary at this time		
38 A/B/C	11/9/2022	No action necessary at this time		
39 A/B	11/9/2022	Surface Filamentous Algae, Torpedo grass and vine in littoral shelf.	11/9/22	Algae/Torpedo Grass/Vines
40 A/B	11/9/2022	No action necessary at this time		
41 A/A1	11/9/2022	No action necessary at this time		
41 B1/B2/C	11/9/2022	No action necessary at this time		
42 A/B	11/9/2022	Surface filamentous algae	11/9/22	Algae
43B	11/9/2022	No action necessary at this time		
44	11/9/2022	Tg and Vines in littoral shelf	11/16/22	Torpedo Grass/Vines
50B	11/9/2022	Water hyacinth and Crested Floating Heart	11/16/22	WaterHyacinth/CrestedFloating Heart
50A	11/9/2022	Water hyacinth and Crested Floating Heart	11/16/22	WaterHyacinth/CrestedFloating Heart
65B	11/9/2022	Tg and Vines in littoral shelf	11/16/22	Torpedo Grass/Vines
65E1	11/9/2022	No action necessary at this time		
70A	11/9/2022	No action necessary at this time		
78A	11/9/2022	No action necessary at this time		
79A	11/9/2022	No action necessary at this time		

\* Treatment dates and targets are susceptible to change due to site conditions: wind, rain, flooding etc.

Abbreviation Key									
Alligator Weed	Aw	Chara	Ch	Illinois Pondweed	Pi	Southern Naiad	Ns	Water Hyacinth	Wh
Bottom Algae	Ba	Crested Floating Heart	CFH	Pennywort	Pw	Surface Filamentous Algae	SFA	Water Lettuce	WL
Bulrush	Bul	Duckweed	Dw	Primrose	Pr	Torpedograss	Tg	Brazilian Pepper	BP
Cattails	Ct	Hydrilla	H	Planktonic Algae	Pa	Vines	Vi		

# FIDDLER'S CREEK CDD #1 Quality Control Lake Report



**FIDDLER'S CREEK CDD #1**  
**Quality Control Lake Report**

#	Re-Evaluation	Action Items Observed	Completed
Group B			
18	1/2023	Tg in littorals behind homeowners, spot treat.	10/18/2022
34	1/2023	Tg in littoral shelf, spot treat	10/18/2022
34A	1/2023	Spot treat outer edge of littoral shelf for Tg, Bul, and CFH	Treated 10/18 Follow up 11/16
34B	1/2023	Spot treat outer edge of littoral shelf for Tg	Treated 10/18 Follow up 11/16
FC-2 (A/B)	1/2023	Floating Heart near the clubhouse	10/18/2022
FC-5	1/2023	Monitor Illinois pond weed	10/18/2022
65-A	1/2023	Water Lettuce and Floating Heart near the docks	10/18/2022

\* This portion will be completed the month following the initial inspection when the action items were identified to ensure compliance\*



# FIDDLER'S CREEK CDD #1 Quality Control Lake Report



**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**9B**



# Safety Department Update

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Department of Safety, Health & Environment

DIRECTOR – Ed Jasiiecki  
SAFETY MANAGER – Richard Renaud



*Fiddler's Creek*

# Gate Access Control

- Call the automated gate house at 239-529-4139
- Enter your guest information on the member's website
- Use the Fiddler's Creek mobile app to register guests
- IF YOU EXPERIENCE DIFFICULTY WITH ANY OF THESE,  
PLEASE SEND THE INFORMATION TO  
[safety@fiddlerscreek.com](mailto:safety@fiddlerscreek.com), ALWAYS INCLUDE YOUR NAME  
AND ADDRESS.
- **Community Patrol 239-919-3705**

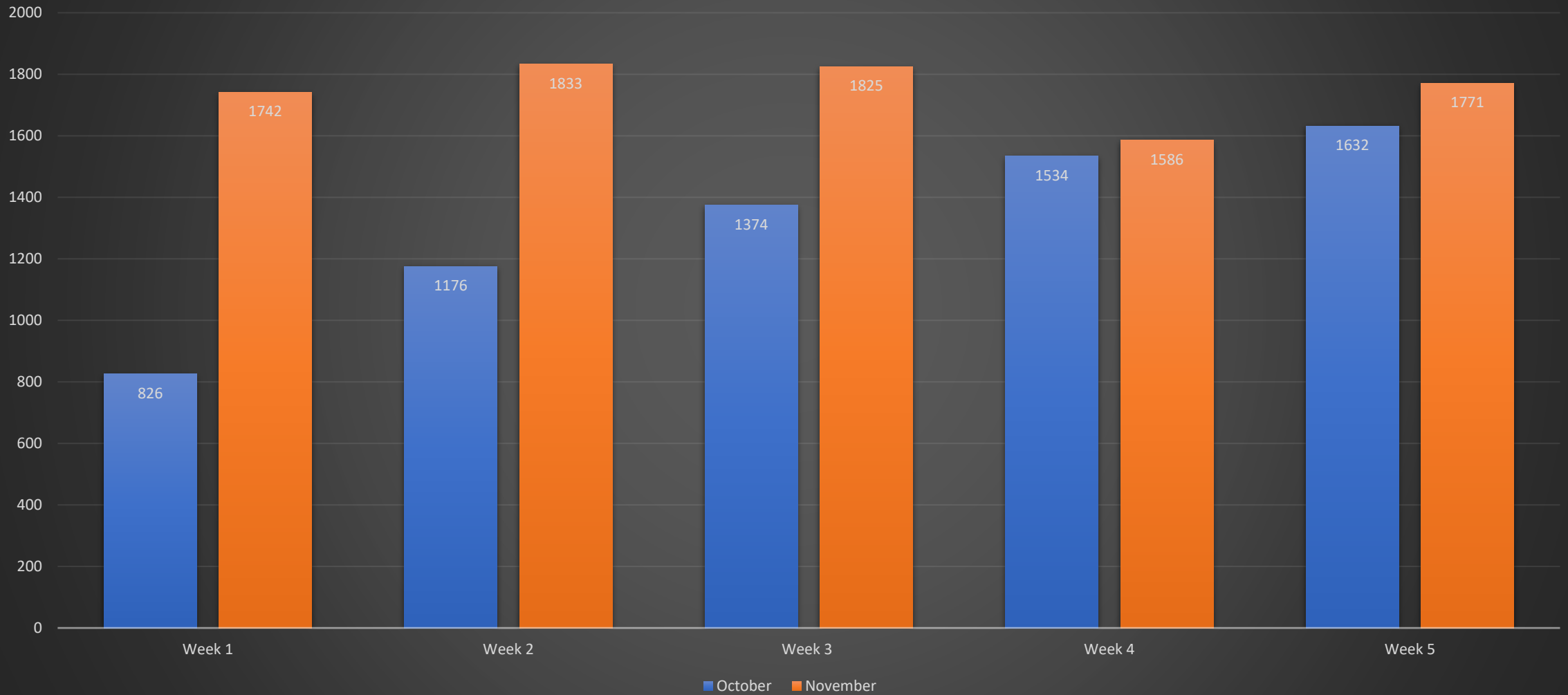
**WE ARE NOT FIRST RESPONDERS, ALWAYS CALL 911 FOR AN  
EMERGENCY**

**THEN CALL COMMUNITY PATROL TO INFORM THEM OF THE  
INCIDENT**



# Occupancy Report: Oct-Nov. 2022

## Total Units 3114



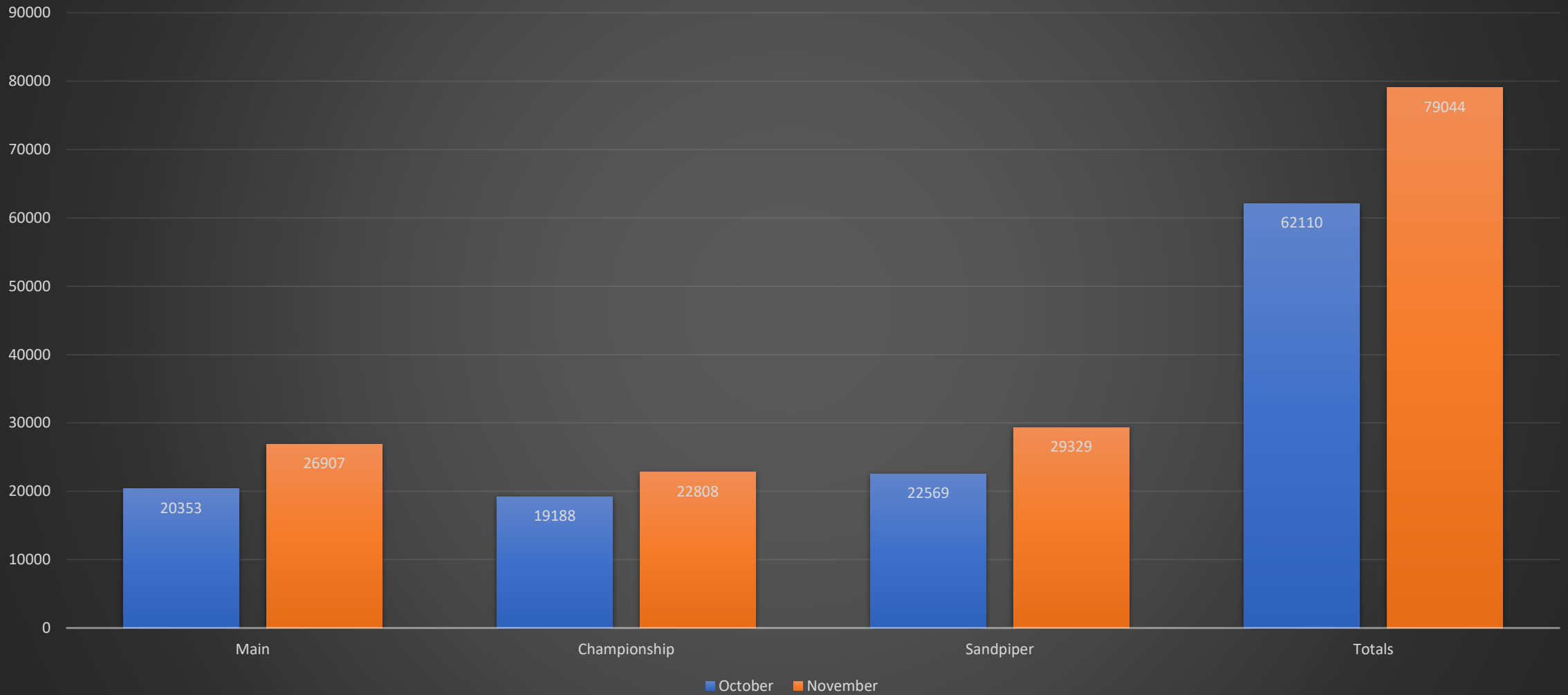
# GATEHOUSES and PATROLS

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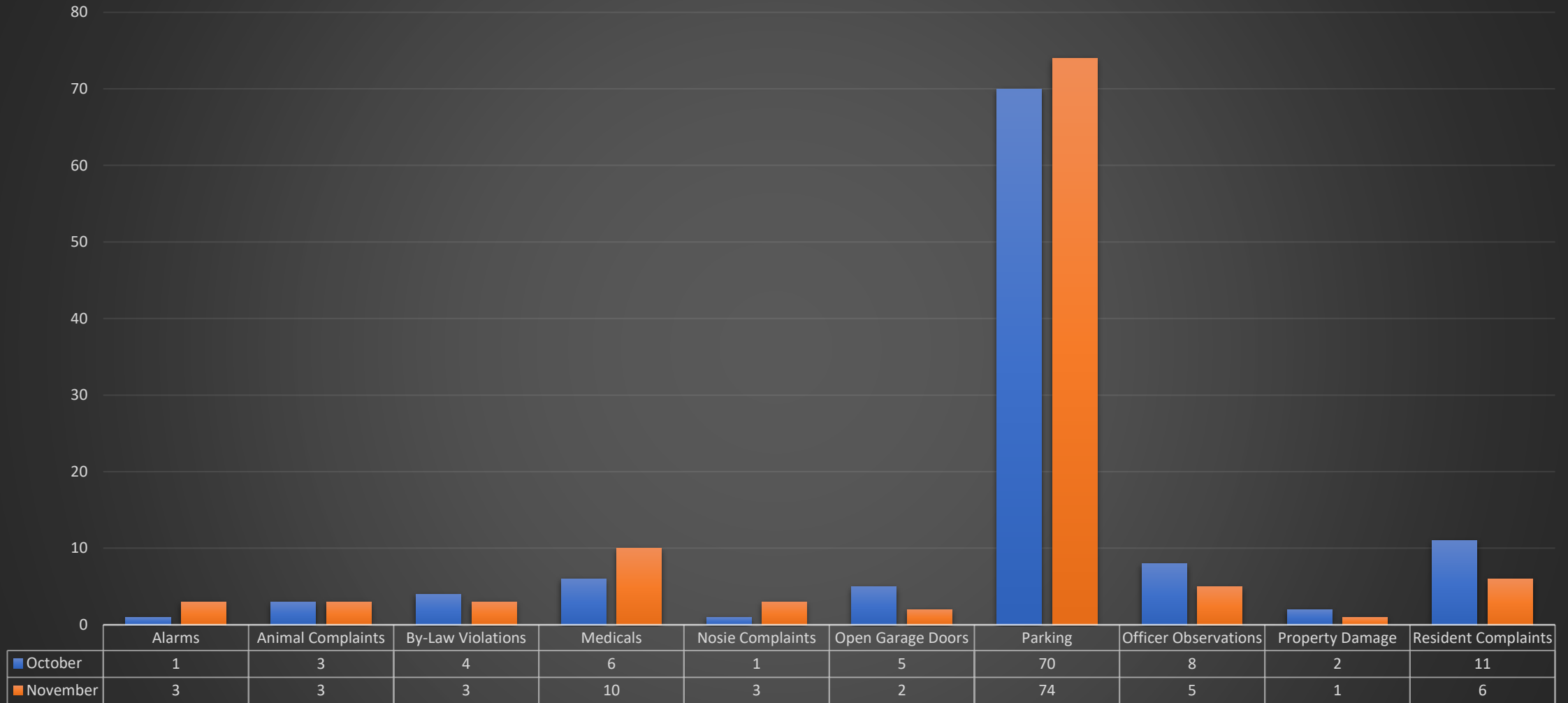
- Sandpiper, Championship, Main
- 24x7
- 2 Patrols per shift.
- 24x7



## Gatehouse Activity by Gate October-November, 2022



## Incidents Reported: October-November, 2022



■ October ■ November



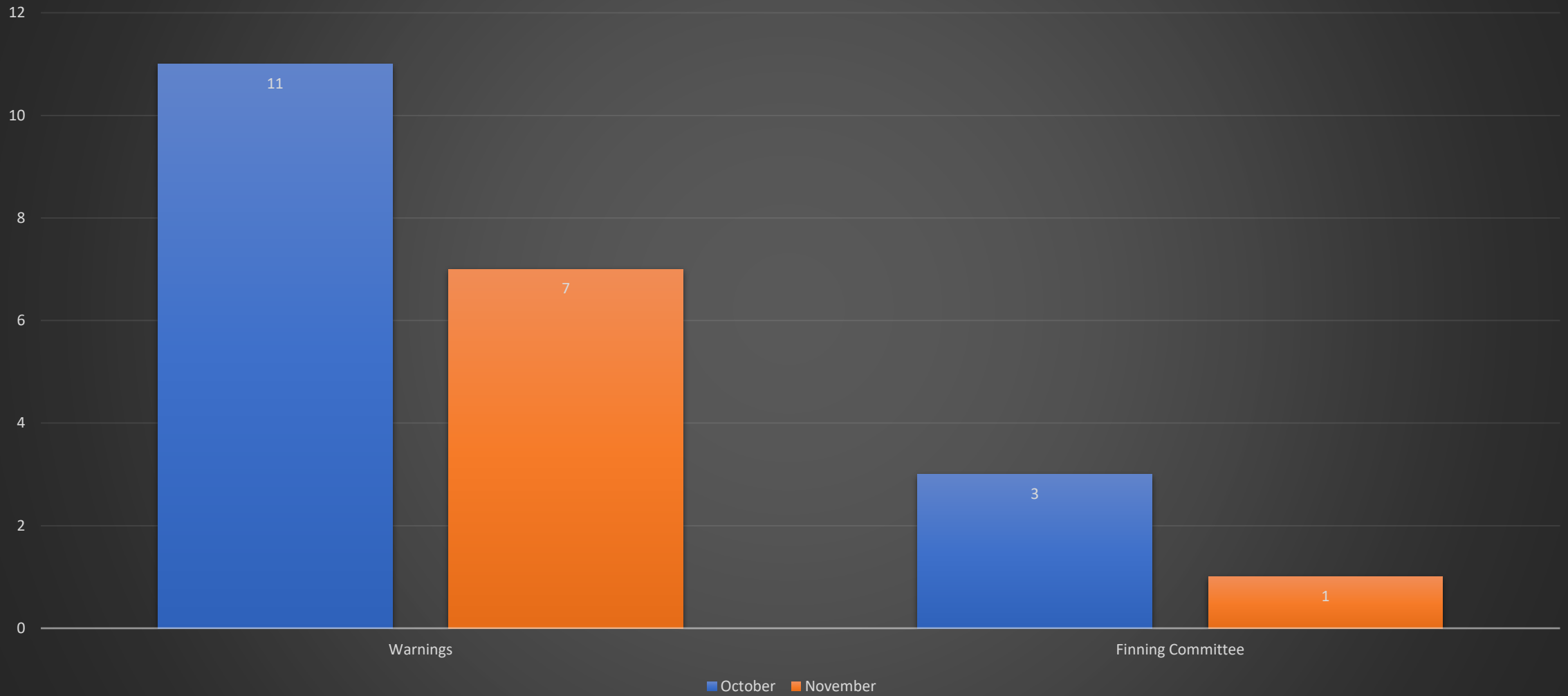
# SPEED DETECTION and ENFORCEMENT

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- Portable speed detection device.
- Deployed throughout Fiddler's Creek at random
- Fixed devices located on Fiddler's Creek Parkway and Cherry Oaks Trail



## Traffic Hawk Speed Violations October-November, 2022





QUESTIONS?

•Thank you



**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**12**



26 EIM  
October 17, 2022

Via Email to [robert.slater@fiddlerscreekcdd1.net](mailto:robert.slater@fiddlerscreekcdd1.net)

Mr. Robert Slater,  
Chairman for Fiddler's Creek  
Community Development District 1  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

**Re: Notice of Anticipatory Breach by Fiddler's Creek Community Development District 1 ("CDD1") of *Interlocal Agreement [Traffic Signal Cost Sharing]* dated August 28, 2013 ("Interlocal Agreement") between CDD1 and Fiddler's Creek Community Development District 2 ("CDD2")**

Dear Bob:

CDD2 has recently become aware that CDD1's proposed 2023 budget includes a \$200,000 credit to be deducted from the total, gross cost of the traffic light (the "Traffic Light") to be constructed at the Route 41 entrance to the Fiddler's Creek community (the "Community"). In so doing, CDD1 has presumed that its obligation toward the construction cost of the Traffic Light will be reduced by \$100,000. CDD1's presumption, however, is incorrect.

In 2020, CDD2 entered into two (2) contracts related to the development of the Publix shopping center on Route 41 and the construction of certain access therefrom to the Community. Pursuant to those contracts – the *District Traffic Signal Agreement* dated January 29, 2020 ("Signal Agreement") and the *Access Agreement [Plaza 1/CDD#2]* dated January 29, 2020 ("Access Agreement") – CDD2 undertook certain obligations to Halvorsen Holdings, LLC ("Halvorsen"), a private retail development company, and, in consideration for the same, Halvorsen will pay \$200,000 ("Halvorsen Payment") to CDD2. Conversely, CDD1 has no obligation under either the Signal or Access Agreements, and is not the intended recipient of the Halvorsen Payment, or any part of the same.

Pursuant to the Interlocal Agreement, CDD1 is obligated to pay one-half of the total, gross cost of the construction of the Traffic Light. Contrary to CDD1's presumption evidenced in its 2023 budget, CDD1 is not entitled to credit any portion of the Halvorsen Payment towards its obligation. Accordingly, CDD1's attempt to apply a \$100,000 credit (representing ½ of the Halvorsen Payment to CDD2) to lessen its construction cost is in direct contravention of its unambiguous obligation under the Interlocal Agreement.

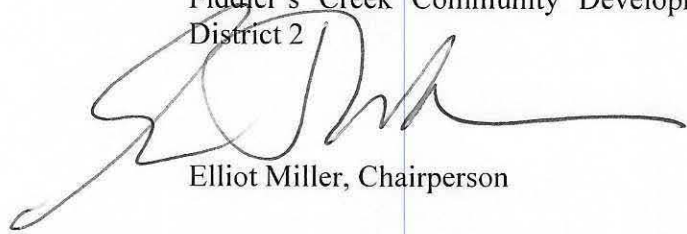
In light of the foregoing, CDD2 hereby demands that CDD1 acknowledge its unequivocal obligation to fulfill its payment obligations under the Interlocal Agreement without the benefit of any share in the Halvorsen Payment. Should CDD1 fail and refuse to provide written confirmation of this acknowledgment, CDD2 will consider CDD1 to have anticipatorily breached the Interlocal Agreement. In such event, please be advised that CDD2 intends to avail itself of any and all available legal and equitable remedies.

Mr. Robert Slater,  
CDD1 Chairman  
October 17, 2022  
Page 2

PLEASE GOVERN YOURSELF ACCORDINGLY.

Respectfully,

Fiddler's Creek Community Development  
District 2

A handwritten signature in black ink, appearing to read 'E. Miller', is written over the text 'Fiddler's Creek Community Development District 2'.

Elliot Miller, Chairperson

TOBIN & REYES, P.A.

MIZNER PARK OFFICE TOWER • 225 N. E. MIZNER BOULEVARD • SUITE 510 • BOCA RATON, FLORIDA • 33432

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**13**

# 26kW with Natural Gas

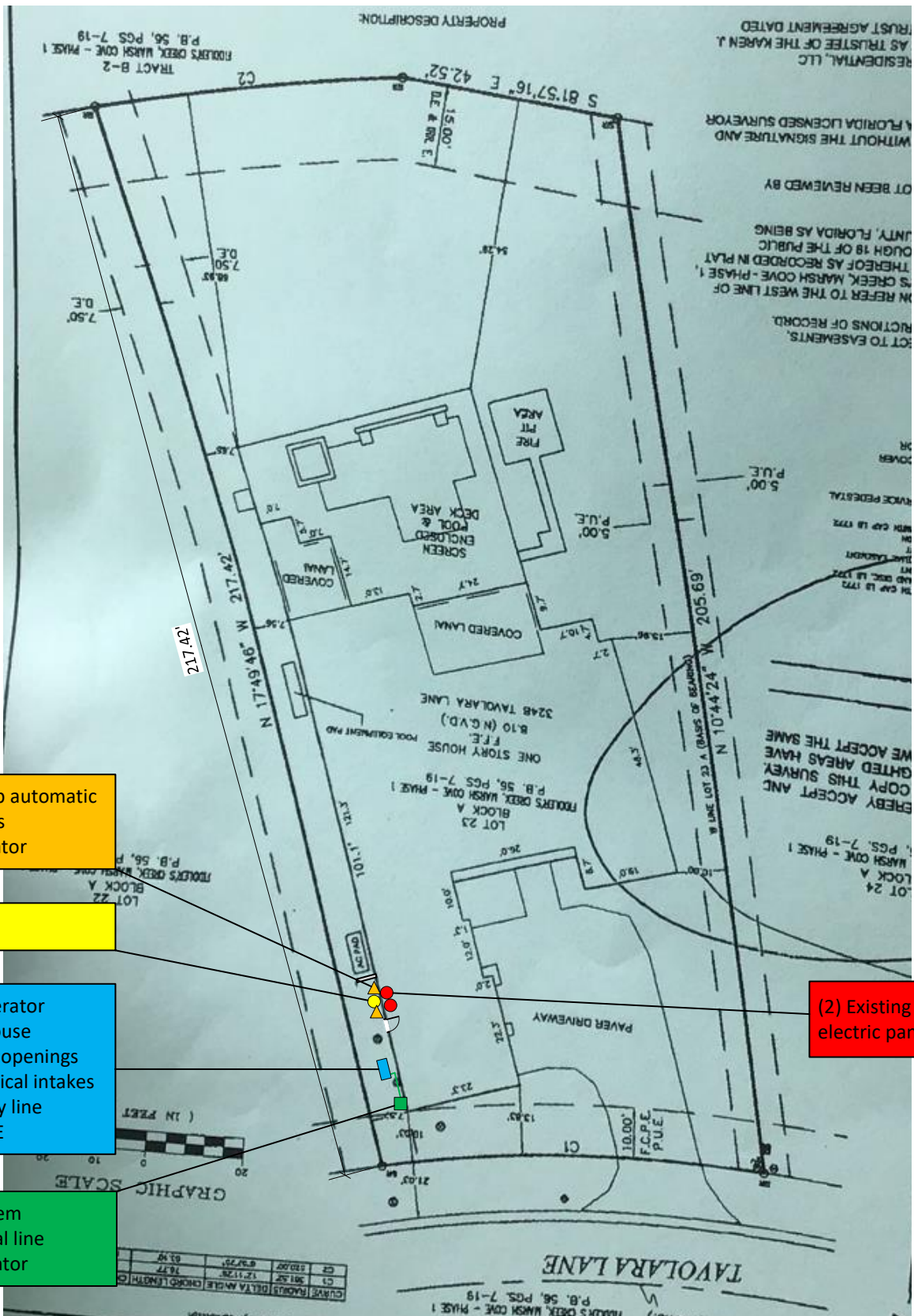
(2) New 200 amp automatic transfer switches  
-15' from generator

Electric meter

New 26kW Generator  
-18" from the house  
-5' from nearest openings  
-5' from mechanical intakes  
-4' from property line  
-installed +1' BFE

(2) Existing 200 amp electric panels

Existing NG system  
-Install additional line  
-10' from generator







Tavolara Ln

Tavolara Ln

Arboretum Dr

Marsh Dr  
Marsh Dr

Marsh Dr

Cotuit Ln

Cotuit Ct

**FIDDLER'S CREEK**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**#1**

**14**

SERVICE AGREEMENT  
FIDDLERS CREEK CDD 1 MAINTENANCE  
Pressure Cleaning – Fiddler’s Creek Foundation, Inc.

THIS SERVICE AGREEMENT (“Agreement”) is made and entered into this 28<sup>th</sup> day of September, 2017 by and between Fiddler’s Creek Foundation, Inc., whose address is 8156 Fiddler’s Creek Parkway, Naples, FL 34114 (the “Contractor”) and Fiddler’s Creek Community Development District 1, a community development district established pursuant to Chapter 190, Florida Statutes, with an address c/o Wrathell, Hunt and Associates, LLC, 9220 Bonita Beach Road, Suite 214, Bonita Springs, FL 34135 (the “District”).

WHEREAS, the District solicited proposals from various vendors to pressure clean all roadway sidewalks, medians, curbs, monuments, gatehouses, marquees, pavers, benches, pump stations and fountains within the District, including but not limited to, those areas within the District known and referred to above, which are denoted and depicted on the attached Exhibits “A” & “B” (the “District Property”); and

WHEREAS, the Contractor has purchased a 2017 CWHP Gasoline Pressure Washer and related equipment (the “Equipment”), and expects to take delivery of the Equipment on or about September 15, 2017 (the “Delivery Date”); and

WHEREAS, the Contractor has represented to the District that it possesses all of the necessary licenses, skill, knowledge, expertise, equipment and personnel necessary to competently perform all work necessary to pressure clean the District Property (the “Services”); and

WHEREAS, the Contractor has represented to the District that it has physically inspected the existing conditions of the District Property and is aware of and is knowledgeable to the current conditions based its proposal thereon.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties, each intending to be legally bound, hereby agree as follows:

1. The above recitals are true and correct and incorporated herein.
2. The Contractor agrees that the Services shall performed annually and shall include all labor, materials and equipment necessary to perform the Services. The Services shall be performed safely and in a good and workmanlike manner. The Contractor’s personnel shall be properly trained and licensed (when required for the Services being performed). The Contractor shall be responsible to apply for, obtain and pay for all permits or development orders necessary to begin and perform the work. The Contractor shall perform all work in strict compliance with all applicable statutes, rules, laws, ordinances and regulations.
3. The District agrees to pay the Contractor, as full and complete compensation for the performance and completion of the Services, the sum of \$36,000.00 annually, which sum represents the not-to-exceed price for the Services (“Compensation”). The District shall pay the Compensation within thirty (30) days of completion of the Services and submission of an invoice therefor, and following an inspection of the District Property by a District representative and a Contractor representative.



4. The Contractor will commence the performance of the Services as soon as possible after the Delivery Date (after giving notice to the District of its intention to commence the Services), but in no event later than October 1, 2017, and complete the Services to the reasonable satisfaction of the District no later than November 15, 2017 (the "Completion Date"); provided, however, that in the event of any Equipment malfunction, the Completion Date shall be extended by the number of days necessary to conduct repairs and restore the Equipment to operating condition. Within three (3) business days after the Contractor notifies the District that the Services are completed with respect to an area within the District Property, the District will inspect such area and notify the Contractor of any punch list items that have not been completed to the reasonable satisfaction of the District. The Contractor will complete any such punch list items to the reasonable satisfaction of the District on or before November 30, 2017.

5. Within three (3) business days of the date of execution of this Agreement, and prior to the commencement of the Services, the Contractor shall provide the District with Certificates of Insurance for the following: (a) Worker's Compensation – Statutory amount of coverage, noting the District as an additional insured; (b) Automobile Liability coverage; and (c) Commercial General Liability coverage providing coverage for bodily injury, property damage and personal injury, with applicable limits of liability being not less than One Million Dollars (\$1,000,000) bodily injury (each occurrence); and Two Million Dollars (\$2,000,000), in the aggregate, and noting the District as an additional insured. The Contractor shall maintain such insurance for the duration of this Agreement.

6. This Agreement and the Services may not be assigned by the Contractor without the express prior written approval of the District, which approval may be withheld in the sole discretion of the District.

7. PUBLIC RECORDS -In addition to any other right or termination that the District possesses, the District shall have the right to unilaterally cancel the Contract for refusal by Contractor or any subcontractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. and made or received by the Contractor in conjunction with the Contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, 877-276-0889; 561-571-0013 (fax); [adamsc@whhassociates.com](mailto:adamsc@whhassociates.com); 2300 Glades Road, Suite 410W, Boca Raton, Florida, 33431**

8. PUBLIC RECORDS FURTHER COMPLIANCE - The Contractor agrees to comply with Florida's public records laws, specifically to:

- (a) Keep and maintain public records required by the District to perform the Services.
- (b) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public

Service Agreement (Pressure Cleaning)

Fiddler's Creek CDD1

Page 2 of 7



records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the District.

(d) Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Contractor or keep and maintain public records required by the District to perform the Services. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

9. Unless a contract between the Contractor and any subcontractor provides otherwise, the provisions of Section 287.0585, F.S. shall apply as to late payments by the Contractor to subcontractors.

10. The Contractor shall pay all subcontractors, sub-subcontractors, materialmen and suppliers in accordance with the provisions of Section 255.001, F.S. The Contractor shall ensure that all subcontractors shall provide written waivers and releases of lien.

11. The Contractor warrants and certifies to the District that neither the Contractor nor any affiliate of the Contractor have been convicted of a public entity crime as such is defined in Section 287.133, F.S.

12. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that the Contractor has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement.

13. Term; Termination

(a) This Agreement shall be for a term of three (3) years commencing on <sup>September 28</sup> ~~October~~ \_\_, 2017 and ending on <sup>September 27</sup> ~~October~~ \_\_, 2020, unless terminated as provided in Subsections (b), (c) or (d) of this Section.

(b) The Contractor may terminate this Agreement with or without cause by providing the District with sixty (60) days' prior written notice of termination.

(c) The District reserves the right to terminate this Agreement if the Services are not performed in a satisfactory manner as determined in the sole and absolute discretion of the District, and the Contractor has failed to complete it within thirty (30) calendar days after receiving written notice thereof from the District.

(d) The District reserves the right to terminate this Agreement in the District's sole and absolute discretion, with or without cause in accordance with this provision in whole, or from time to

time in part, whenever the District shall determine that such termination is necessary. Any such termination shall be effected by delivery to the Contractor of a notice of termination, and the date upon which such termination becomes effective. In the event of termination without cause, the date of termination shall be at least thirty (30) calendar days from date of delivery of written notice to the Contractor. Upon receipt of a notice of termination under this subsection, and except as otherwise directed, the Contractor shall:

- (i) Stop all Services on the date and to the extent specified in the notice of termination.
- (ii) Place no further orders or subcontract for materials, services, facilities.
- (iii) Terminate all orders and subcontracts.
- (iv) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.
- (v) Deliver to the District waivers and releases of liens and/or satisfaction of liens, for all labor, materials and supplies provided prior to the effective date of the notice of termination.

(e) After receipt of a notice of termination, the Contractor shall submit to the District its termination claim, in satisfactory form, for such part of the Services performed up to and including the effective date of termination. Such claim shall be submitted promptly, but no later than one (1) month from the effective date of termination unless one or more extensions in writing are granted by the District. No claim will be allowed for any expense incurred by the Contractor after the effective date of the notice of termination. If the Contractor fails to submit his termination claim within the time allowed (subject to any extensions), the Contractor shall be deemed to waive any right to any further compensation.

(f) The Contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the termination of the performance of the Services pursuant to this section; PROVIDED HOWEVER, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the Compensation set out in Paragraph 3 of this Agreement, as amended, accordingly and the Contractor shall be paid the agreed amount.

#### 14. Notices

All notices required or desired to be given under this Agreement shall be in writing and either: (a) hand-delivered, (b) sent by certified mail, return receipt requested, or (c) sent via electronic mail, so long as notice is also provided through either method (a) or (b) as herein described. All notices shall be addressed to the party being notified as provided below or to any other address hereafter designated by any of the parties, from time to time, in writing and otherwise in the manner set forth herein for giving notice, and shall be deemed to have been given (w) when delivered, if by hand delivery, (x) when received after deposit in a U.S. Post Office or official letter box, if sent by certified mail, or (z) upon confirmation of receipt by sender if sent via electronic mail.

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If to the Contractor:  
Fiddler's Creek Foundation, Inc.  
8156 Fiddler's Creek Parkway  
Naples, FL 34114  
Tel: (239) 732-9400  
Fax: (239) 732-9402  
Attn: Ron Albeit, General Manager  
Email: [albeitr@fiddlerscreek.com](mailto:albeitr@fiddlerscreek.com)  
With copy to: Joseph L. Parisi, Esq.  
Email: [parisij@gulfbay.com](mailto:parisij@gulfbay.com)

If to the District:  
Fiddler's Creek Community Development District 1  
C/o Wrathell, Hunt and Associates, LLC,  
9220 Bonita Beach Road, Suite 214  
Bonita Springs, FL 34135  
Tel: (239) 498-9020; (239) 989-2939 (M)  
Fax: (561) 571-0013


Attn: Chuck Adams, District Manager

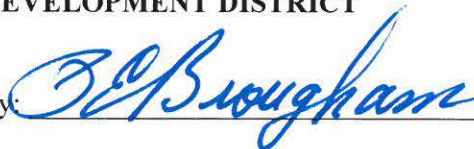
With a copy to:  
Anthony P. Pires, Esq.  
3200 North Tamiami Trail, Suite 200  
Naples, FL 34103  
Tel: (239) 649-6555  
Fax: (239) 849-7342

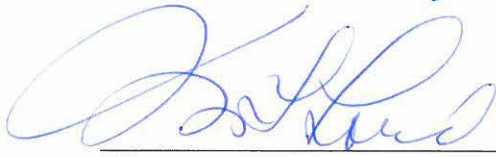
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

ATTEST:

**FIDDLER'S CREEK COMMUNITY  
DEVELOPMENT DISTRICT**


  
\_\_\_\_\_  
CHESLEY E. ADAMS, JR., Secretary

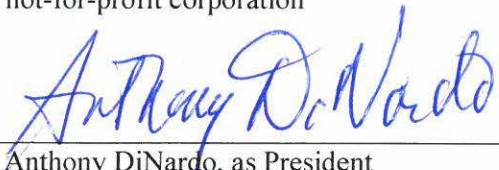
By:   
\_\_\_\_\_  
Print Name: \_\_\_\_\_

  
\_\_\_\_\_  
Witness  
Valerie L. Lord  
\_\_\_\_\_  
Print Name

Its: CHAIR

**FIDDLER'S CREEK FOUNDATION, INC.**, a  
Florida not-for-profit corporation

  
\_\_\_\_\_  
Witness  
Robert Dieckman  
\_\_\_\_\_  
Print Name

By:   
\_\_\_\_\_  
Anthony DiNardo, as President  
and not individually

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## EXHIBIT "A"

### Areas of Work to include:

- 1) Fiddlers Creek Parkway
- 2) Championship Drive
- 3) Mulberry Lane
- 4) Mulberry Court
- 5) Isla Del Sol Way (North end) .1 Mile
- 6) Isla Del Sol Way (South end) .1 Mile
- 7) Mahogany Bend Drive
- 8) Club Center Boulevard
- 9) Cherry Oaks Trail
- 10) Cherry Oaks Lane
- 11) Sandpiper Drive from Fiddler's Creek Parkway to the Bridge
- 12) Runaway Lane .1 Mile
- 13) Hyacinth Drive .1 Mile

### Scope of Work includes:

- 1) Sidewalks
- 2) Curbs
- 3) Pavers
- 4) Gate House
- 5) Benches
- 6) Fountain
- 7) Marquees
- 8) Pump House
- 9) Sandpiper Bridge

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**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
FINANCIAL STATEMENTS  
UNAUDITED  
OCTOBER 31, 2022**

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 2022**

	General 001	Debt Service Series 2013 Refunded 1999	Debt Service Series 2014-1 Refunded 2002B	Debt Service Series 2014-2A Refunded 2002A	Debt Service Series 2014-2B Refunded 2002A	Debt Service Series 2014-3 Refunded 2005	Debt Service Series 2014-4 Refunded 2005	Total Governmental Funds
<b>ASSETS</b>								
Operating accounts								
SunTrust	\$ 1,440,018	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,440,018
Assessment account-Iberia	301,096	-	-	-	-	-	-	301,096
Centennial Bank - MMA	77,781	-	-	-	-	-	-	77,781
Finemark - MMA	249,015	-	-	-	-	-	-	249,015
Finemark - ICS	725,890	-	-	-	-	-	-	725,890
Investments								
Revenue	-	-	264,036	-	266,994	-	-	531,030
Reserve - series B	-	-	-	-	104,557	-	-	104,557
Prepayment	-	-	-	983	355,374	-	-	356,357
Prepayment - 2002B exchange	-	-	1,204	-	-	-	-	1,204
Due from general fund	-	-	9,397	-	4,513	-	-	13,910
Due from Fiddler's Creek CDD #2	25,041	-	-	-	-	-	-	25,041
Prepaid expense	1,262	-	-	-	-	-	-	1,262
Deposits	5,125	-	-	-	-	-	-	5,125
Total assets	<u>\$ 2,825,228</u>	<u>\$ -</u>	<u>\$ 274,637</u>	<u>\$ 983</u>	<u>\$ 731,438</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,832,286</u>
<b>LIABILITIES &amp; FUND BALANCES</b>								
<b>Liabilities:</b>								
Accounts payable	\$ 11,733	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,733
Due to other funds								
Debt service 2014-1	9,397	-	-	-	-	-	-	9,397
Debt service 2014-2B	4,513	-	-	-	-	-	-	4,513
Total liabilities	<u>25,643</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>25,643</u>
<b>Fund balances:</b>								
Restricted for								
Debt service	-	-	274,637	983	731,438	-	-	1,007,058
Unassigned	2,799,585	-	-	-	-	-	-	2,799,585
Total fund balances	<u>2,799,585</u>	<u>-</u>	<u>274,637</u>	<u>983</u>	<u>731,438</u>	<u>-</u>	<u>-</u>	<u>3,806,643</u>
Total liabilities and fund balance	<u>\$ 2,825,228</u>	<u>\$ -</u>	<u>\$ 274,637</u>	<u>\$ 983</u>	<u>\$ 731,438</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,832,286</u>



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy	\$ 49,784	\$ 49,784	\$ 2,447,892	2%
Assessment levy: off-roll	31,387	31,387	376,639	8%
Interest	222	222	-	N/A
Total revenues	<u>81,393</u>	<u>81,393</u>	<u>2,824,531</u>	3%
<b>EXPENDITURES</b>				
<b>Administrative</b>				
Supervisors	-	-	12,918	0%
Management	5,044	5,044	60,525	8%
Assessment roll preparation	-	-	25,490	0%
Accounting services	1,647	1,647	19,764	8%
Audit	-	-	15,400	0%
Legal	-	-	25,000	0%
Engineering	-	-	50,000	0%
Telephone	70	70	838	8%
Postage	8	8	2,300	0%
Insurance	32,826	32,826	30,000	109%
Printing and binding	55	55	659	8%
Legal advertising	-	-	2,000	0%
Office supplies	-	-	750	0%
Annual district filing fee	175	175	175	100%
Trustee	-	-	15,500	0%
Arbitrage rebate calculation	-	-	4,000	0%
Contingencies	102	102	4,000	3%
Website/ADA website compliance	210	210	920	23%
Dissemination agent	986	986	11,828	8%
Total administrative	<u>41,123</u>	<u>41,123</u>	<u>282,067</u>	15%
<b>Field management</b>				
Field management services	2,186	2,186	26,237	8%
Total field management	<u>2,186</u>	<u>2,186</u>	<u>26,237</u>	8%
<b>Water management maintenance</b>				
Other contractual	-	-	279,756	0%
Fountains	5,222	5,222	65,000	8%
Total water management maintenance	<u>5,222</u>	<u>5,222</u>	<u>344,756</u>	2%
<b>Street lighting</b>				
Contractual services	-	-	15,000	0%
Electricity	2,156	2,156	28,000	8%
Holiday lighting program	8,250	8,250	16,500	50%
Miscellaneous	-	-	1,500	0%
Total street lighting	<u>10,406</u>	<u>10,406</u>	<u>61,000</u>	17%

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND 001  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>Landscaping</b>				
Other contractual - landscape maintenance	-	-	986,000	0%
Other contractual - flowers	-	-	52,000	0%
Other contractual - mosquito control	-	-	40,000	0%
Improvements and renovations	-	-	125,000	0%
Contingencies	-	-	15,000	0%
Total landscaping	-	-	<u>1,218,000</u>	0%
<b>Roadway</b>				
Roadway maintenance	-	-	85,000	0%
Capital outlay	-	-	40,000	0%
Total roadway	-	-	<u>125,000</u>	0%
<b>Irrigation supply</b>				
Electricity	62	62	750	8%
Repairs and maintenance	-	-	50,000	0%
Other contractual-irrigation manager	-	-	50,000	0%
Supply system	15,078	15,078	552,475	3%
Total irrigation supply	<u>15,140</u>	<u>15,140</u>	<u>653,225</u>	2%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	38,248	0%
Tax collector	996	996	50,998	2%
Total other fees & charges	<u>996</u>	<u>996</u>	<u>89,246</u>	1%
Total expenditures	<u>75,073</u>	<u>75,073</u>	<u>2,799,531</u>	3%
Excess/(deficiency) of revenues over/(under) expenditures	6,320	6,320	25,000	
Fund balances - beginning	2,793,265	2,793,265	1,929,977	
Assigned				
Working capital	706,133	706,133	706,133	
Sandpiper traffic signal obligation	352,000	352,000	352,000	
Future Irr. mainline breaks	100,000	100,000	100,000	
Unassigned	<u>1,641,452</u>	<u>1,641,452</u>	<u>796,844</u>	
Fund balances - ending	<u>\$ 2,799,585</u>	<u>\$ 2,799,585</u>	<u>\$ 1,954,977</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2013 (REFUNDED SERIES 1999)  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>	\$ -	\$ -
Total revenues	-	-
<b>EXPENDITURES</b>	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	-	-
Fund balances - ending	\$ -	\$ -

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-1 (REFUNDED SERIES 2002B)  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 8,167	\$ 8,167	\$ 396,576	2%
Interest	457	457	-	N/A
Total revenues	<u>8,624</u>	<u>8,624</u>	<u>396,576</u>	2%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	190,000	0%
Interest	-	-	196,100	0%
Total debt service	<u>-</u>	<u>-</u>	<u>386,100</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	6,197	0%
Tax collector	164	164	8,262	2%
Total other fees & charges	<u>164</u>	<u>164</u>	<u>14,459</u>	1%
Total expenditures	<u>164</u>	<u>164</u>	<u>400,559</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	8,460	8,460	(3,983)	
Fund balances - beginning	266,177	266,177	315,151	
Fund balances - ending	<u>\$ 274,637</u>	<u>\$ 274,637</u>	<u>\$ 311,168</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-2A (REFUNDED SERIES 2002A)  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 365,094	0%
Interest	2	2	-	N/A
Total revenues	<u>2</u>	<u>2</u>	<u>365,094</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	175,000	0%
Interest	-	-	190,094	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>365,094</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	2	2	-	
Fund balances - beginning	981	981	981	
Fund balances - ending	<u>\$ 983</u>	<u>\$ 983</u>	<u>\$ 981</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-2B (REFUNDED SERIES 2002A)  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 3,686	\$ 3,686	\$ 225,216	2%
Interest	1,230	1,230	-	N/A
Total revenues	<u>4,916</u>	<u>4,916</u>	<u>225,216</u>	2%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	105,000	0%
Interest	-	-	114,469	0%
Total debt service	<u>-</u>	<u>-</u>	<u>219,469</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	3,519	0%
Tax collector	73	73	4,692	2%
Total other fees & charges	<u>73</u>	<u>73</u>	<u>8,211</u>	1%
Total expenditures	<u>73</u>	<u>73</u>	<u>227,680</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	4,843	4,843	(2,464)	
Fund balances - beginning	726,595	726,595	459,750	
Fund balances - ending	<u>\$ 731,438</u>	<u>\$ 731,438</u>	<u>\$ 457,286</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-3 (REFUNDED SERIES 2005)  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 591,800	0%
Total revenues	<u>-</u>	<u>-</u>	<u>591,800</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	230,000	0%
Interest	-	-	361,800	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>591,800</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	187,500	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 187,500</u>	

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT #1  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2014-4 (REFUNDED SERIES 2005)  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: off-roll	\$ -	\$ -	\$ 627,200	0%
Total revenues	<u>-</u>	<u>-</u>	<u>627,200</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	245,000	0%
Interest	-	-	382,200	0%
Total expenditures	<u>-</u>	<u>-</u>	<u>627,200</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	
Fund balances - beginning	-	-	(1,528)	
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (1,528)</u>	



**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**MINUTES**

**DRAFT**

**MINUTES OF MEETING  
FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1**

The Board of Supervisors of the Fiddler’s Creek Community Development District #1 held a Regular Meeting on October 26, 2022 at 8:00 a.m., at the Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114. Members of the public were able to participate in the meeting at 1-888-354-0094, Participant Passcode: 709 724 7992.

**Present at the meeting were:**

Robert Slater	Chair
Joseph Schmitt	Vice Chair
Frank Weinberg	Assistant Secretary
Torben Christensen	Assistant Secretary
Joseph Badessa	Assistant Secretary

**Also present were:**

Chuck Adams	District Manager
Cleo Adams	District Manager
Tony Pires	District Counsel
Terry Cole	District Engineer
Joe Parisi	Developer General Manager
Ron Albeit	Foundation General Manager
Ed Jasiocki	Fiddler’s Creek Director of Safety
Richard Renaud	Fiddler’s Creek Safety Manager
Darryll Adams	Fiddler’s Creek General Manager
Jose Castillo	Fiddler’s Creek Facilities
Jody Benet	Fiddler’s Creek Irrigation Manager
Paul Dougherty	SOLitude Lake Management - Project Mgr.
Alfred Noto	Resident/Montreux Board Vice President
Joe Vacarro	Resident
Fred Creamer	Resident
Jessie Fritz	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mrs. Adams called the meeting to order at 8:01 a.m. All Supervisors were present.

40 Mr. Slater expressed sympathy to those affected by Hurricane Ian and thanked everyone  
41 for their quick response in addressing cleanup the day after the hurricane.

42

43 **SECOND ORDER OF BUSINESS**

**Public Comments: Non-Agenda Items (3  
minutes per speaker)**

44

45

46 Resident and Montreux Board Vice President Alfred Noto thanked Mrs. Adams for  
47 getting the street light issues on Montreux and Championship resolved timely. Six street lights  
48 are out from the gatehouse on Championship Drive to Fiddler's Creek Parkway. Mrs. Adams  
49 stated that Bently Electric is expected early next week and will tour once again.

50 A Board Member commented that residents believe the CDD will pick up debris left at  
51 the curb. Mr. Slater will confirm if the County will schedule a pickup and advise Mr. Darryll  
52 Adams so that he can inform residents.

53

54 **THIRD ORDER OF BUSINESS**

**Quality Control Lake Report – October  
2022: SOLitude Lake Management**

55

56

57 Mr. Dougherty, the New Account Manager, presented the October Quality Control Lake  
58 Report.

59

60 **FOURTH ORDER OF BUSINESS**

**Health, Safety and Environment Report**

61

62 **A. Irrigation and Pressure Cleaning Efforts: Jose Castillo**

63 Mr. Castillo gave a PowerPoint presentation for October.

64 Mr. Slater asked when the irrigation systems in the villages, such as Bent Creek, will be  
65 turned on, as it has not rained for about seven days and areas are turning brown. Mr. Benet  
66 stated the satellites are working; he will check into this.

67 Mr. Castillo responded to questions about the palm pruning schedule, rain holds and  
68 next year's pressure washing schedule. It was noted that some residents feel that it should be  
69 done bi-annually. The Foundation Agreement will be reviewed to determine if they need to pay  
70 for extra services.

71 Mr. Benet asked for outages to be reported via the [irrigation@fiddlerscreek.com](mailto:irrigation@fiddlerscreek.com) email  
72 address; this will allow him to research issues, as contractors sometimes turn the water off for a  
73 specific village but he is not made aware of it.

74 **B. Security and Safety Update: *Ed Jasiiecki***

75 Mr. Jasiiecki gave the monthly PowerPoint presentation. He reminded everyone that, in  
76 an emergency, 911 should be called first, followed by calling Community Patrol to report the  
77 incident.

78 Mr. Christensen voiced his opinion that the time spent monitoring devices for violations  
79 might not be an efficient use of time. Mr. Albeit stated they will start tracking the time and  
80 make any necessary adjustments.

81 A Board Member reported that the second arm is off on the main gate at Championship.  
82 It was noted that it was removed due to water damage of the circuit boards; the parts were  
83 ordered and the gate is expected to be opened in the next week or so.

84 Resident Fred Creamer asked if the Traffic Hawk is operational on Cherry Oaks, as the  
85 number of speeding violations he observed since 3:00 p.m., yesterday exceeded the amount  
86 reported in September. It was noted that they have been working; however, ISN will reset all  
87 the devices today to ensure all are working properly.

88 Resident Joe Vacarro asked if the two roving patrols designated for CDD #1 and CDD #2  
89 is ongoing. Mr. Parisi stated that it is not always possible to keep them segregated between the  
90 CDDs, based on calls for services. Mr. Vacarro asked for the gate closest to Sandpiper to be  
91 secured and stated he observed several vehicles leaving the area in the morning and he is  
92 concerned about dumping. Mr. Parisi stated, as this is still a construction area, they will install  
93 cameras to address the issue.

94

95 **FIFTH ORDER OF BUSINESS**

**Developer's Report**

96

97 **A. Architectural Renderings of Championship Drive Gatehouse Remodel**

98 Mr. Ron Albeit stated that the Championship Gate redesign went out to bid and will be  
99 presented at the next meeting.

100 **B. Golf Course Site Development Plans**

101 This item was not discussed.

102

103 **SIXTH ORDER OF BUSINESS**

**Engineer’s Report: *Hole Montes, Inc.***

104

105 Mr. Cole reported the following:

106 ➤ All stormwater control structures were inspected after Hurricane Ian and all are working  
107 properly.

108 ➤ The inspector will be on site next week to address downed street signs and sight lines  
109 and will review the faded three-way stop sign on Fiddler’s Creek Parkway.

110 In response to a request, Mr. Cole will have the median on Sandpiper, just outside  
111 Publix, inspected for sight line issues.

112 ➤ Sidewalk inspections and warning strips are underway.

113 ➤ Traffic Signal: Wilcox Consulting is expected to submit its response and 90% plans to the  
114 Florida Department of Transportation (FDOT) by mid-November.

115 Resident Jessie Fritz expressed his opinion that the tree trimming facing Montreux was  
116 not done properly and provided photographs to The Foundation. Mr. Parisi stated The  
117 Foundation received the photographs and he will follow up with Juniper.

118 Mr. Christensen inquired about the lake bank erosion projects and asked for the areas  
119 to be reassessed areas once the water levels recede. Mr. Cole stated he plans to submit  
120 recommendations for Fiscal Year 2023 for the Mallards and the Runaway Lane Creek areas.

121

122 **SEVENTH ORDER OF BUSINESS**

**Discussion: Plat Review of Mulberry to  
Determine Maintenance Responsibilities  
for Sidewalks Repairs**

123

124

125

126 Mr. Pires reviewed the Fiddler’s Creek Phase 1 B Unit 3 and Phase 1 B Unit 2 plats and  
127 determined that Tract “R” is reserved by the Developer for roadway purposes but, by  
128 assignment, the CDD assumed maintenance responsibilities for those tracts. As the focus is on  
129 the right-of-way (ROW), the language does not say the CDD is responsible for maintenance. The  
130 County has no maintenance responsibilities for Tract “R”. He is researching if a sidewalk

131 easement was assigned to the CDD and opined that the property owner has the responsibility  
132 and the liability for any damages caused to a person.

133 Mr. Schmitt gave an overview of the various easements and earlier discussions. In his  
134 opinion, the language in the Mulberry documents states clearly that the homeowner is  
135 responsible for maintaining that property, all the way to the curb.

136 Discussion ensued regarding CDD responsibilities with regard to repairing roadways,  
137 drainage and sidewalks. It was noted that residents are responsible for repairing trees  
138 encroaching into the ROW and should notify their insurance company. Imposing special  
139 assessments for repairs was discussed.

140 Mr. Pires suggested recording a certified copy of the resolution in the public record on  
141 areas already identified by Mr. Cole.

142

**On MOTION by Mr. Slater and seconded by Mr. Schmitt, with all in favor, authorizing Mr. Cole to provide photographs and addresses to Mr. Pires to record a Resolution in the public record and for Mr. Pires to draft a letter to Southwest Property Management Company, the Mulberry HOA and individual homeowners informing them of the HOA’s responsibility to notify homeowners of their responsibility for sidewalk repairs and tree trimming costs, was approved.**

150

151

**EIGHTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial Statements as of September 30, 2022**

153

154

155 Mr. Slater presented the Unaudited Financial Statements as of September 30, 2022. The  
156 Financial Highlight Report was distributed. Mrs. Adams stated she is working with the County  
157 regarding the shortage in the assessment levy. Mr. Pires discussed the process of the County  
158 collecting funds at closing of a property. The financials were accepted.

159

**NINTH ORDER OF BUSINESS**

**Approval of August 31, 2022 Public Hearing and Regular Meeting Minutes**

161

162

163 Mrs. Adams presented the August 31, 2022 Public Hearing and Regular Meeting  
164 Minutes. The following changes were made:



165 Line 85: Change “renovations” to “development” and delete “specifically soil  
166 management, then utilities”

167 Lines 101 and 105: Change “Ordinance” to “Rule”

168

**On MOTION by Mr. Slater and seconded by Mr. Weinberg, with all in favor, the August 31, 2022 Public Hearing and Regular Meeting Minutes, as amended, were approved.**

169

170

171

172

173

174 **TENTH ORDER OF BUSINESS**

**Action/Agenda or Completed Items**

175

176 Items 2, 5, 6 and 7 were completed.

177

178 **ELEVENTH ORDER OF BUSINESS**

**Staff Reports**

179

180 **A. District Counsel: *Woodward, Pires and Lombardo, P.A.***

181 Mr. Pires stated that the County recently met and might be resurrecting the Collier  
182 Watershed Improvement Plan. He asked the County for the agenda backup materials from the  
183 Selection Committee meeting and will forward them to Mr. Parisi, Mr. Cole and Mr. Adams.  
184 Mr. Slater stated that the County will supposedly pay for the project. He will obtain further  
185 information from Mr. Patterson

186 **B. District Manager: *Wrathell, Hunt and Associates, LLC***

- 187 • **NEXT MEETING DATE: December 14, 2022 at 8:00 A.M.**

- 188 ○ **QUORUM CHECK**

189 Supervisors Badessa, Christensen, Slater and Weinberg confirmed their attendance at  
190 the December 14, 2022 meeting. Supervisor Schmitt will attend via telephone.

191 Mrs. Adams distributed and presented a LandCare proposal that included a \$3,000  
192 credit for maintenance services not performed.

193

**On MOTION by Mr. Slater and seconded by Mr. Christensen, with all in favor, LandCare Invoice #564294 for Hurricane Ian Cleanup, in a not-to-exceed amount of \$7,380, was approved**

194

195

196

197

198

199 **C. Operations Manager: *Wrathell, Hunt and Associates, LLC***

200 The Field Operations Report was distributed.

201

202 **TWELFTH ORDER OF BUSINESS**

**Supervisors' Requests**

203

204 There were no Supervisor's requests.

205

206 **THIRTEENTH ORDER OF BUSINESS**

**Public Comments**

207

208 There were no public comments.

209

210 **FOURTEENTH ORDER OF BUSINESS**

**Adjournment**

211

212 There being nothing further to discuss, the meeting adjourned at 9:07 a.m.

213

214

215

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

216  
217  
218  
219  
220  
221

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Secretary/Assistant Secretary

---

Chair/Vice Chair

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**ACTION/AGENDA  
ITEMS**

### FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
1	03.27.18	<b>ACTION</b>	Per Mr. Brougham, Ms. Lord to request that the CDD receive a status report on its boundary legal bills. <b>10.24.18</b> , Mr. Pires working with Ms. Lord to resolve a few items. <b>12.09.20</b> , Mr. Pires to speak with Mr. Parisi re reimbursement of CDD legal costs. <b>05.26.21</b> Mr. Pires to pursue settlement offer & discuss with Mr. Parisi. <b>02.23.22</b> Mr. Pires to follow up on this item. <b>03.23.22</b> Mr. Pires to meet with Mr. Parisi to discuss. <b>06.22.22</b> Send details to Mr. Parisi. <b>07.27.22</b> Sending package today. <b>8.31.22</b> Mr. Pires requested to have this resolved.	X			
2	02.23.22	<b>ACTION</b>	Mr. Adams to request adjustment of the Horizons Bank Revolving Line of Credit Term to match up with the calendar year. <b>03.23.22</b> Revisions to Term Sheet submitted; final documents pending. <b>06.22.22</b> : Awaiting revised documents. <b>07.27.22</b> Bank changed now New Horizons.	X			
3	07.27.22	<b>ACTION</b>	Mr. Cole to obtain proposal to inspect and repair sidewalk trip hazards. <b>08.31.22</b> Mr. Cole to have contractor identify reason for damage and provide repair cost per address.	X			
4	08.31.22	<b>ACTION</b>	Mr. Pires to send letter to Southwest Properties, the Mulberry HOA and individual homeowners on their responsibility to inform the residents of their responsibility to incur sidewalk repair and tree trimming costs due to tree roots damaging CDD property. A copy of the CDD Rule and Tree Trimming policy will be included in the letter. <b>10.26.22</b> Mr. Cole to provide photographs to Mr. Pires. Mr. Pires to record certified copy of the resolution in the public record.	X			
5	08.31.22	<b>ACTION</b>	Mr. Adams to research reason for the shortage in the assessment levy. <b>10.26.22</b> Mr. Adams working with the County.	X			
6	10.26.22	<b>ACTION</b>	Mr. Slater to contact the County, if they will schedule a pickup of curbside debris and advise Mr. Darryll Adams to relay to residents.	X			
7	10.26.22	<b>ACTION</b>	Mr. Benet to confirm satellites at Bent Creek and all the Villages are working.	X			
8	10.26.22	<b>ACTION</b>	Mrs. Adams to review The Foundation Agreement to see if they need to pay for extra pressure washing services.	X	X		
9	10.26.22	<b>ACTION</b>	Mr. Albeit to start tracking the time spent monitoring devices for violations and make necessary adjustments for efficient use of time.	X			

### FIDDLER'S CREEK CDD #1

#	MTG DATE ADDED TO LIST	ACTION	ACTION/AGENDA or COMPLETED ITEM	ONGOING	POSSIBLY COMPLETED BEFORE NEXT MTG	COMPLETED	MTG DATE MOVED TO COMPLETED
10	10.26.22	<b>ACTION</b>	Mr. Parisi to have cameras installed at construction area closed to Sandpiper.	X			
11	10.26.22	<b>ACTION/AGENDA</b>	Mr. Albeit to present bids for Championship Gate redesign.	X			
12	10.26.22	<b>ACTION</b>	Mr. Cole to have Inspector review faded three way stop sign at Fiddler's Creek Parkway and review median on Sandpiper inspected for line of sight issues. And document all signage requiring repairs due to hurricane Ian.	X			
13	10.26.22	<b>ACTION</b>	Mr. Parisi to follow up with Juniper regarding Mr. Fritz's photographs of tree trimming work facing Montreux.	X			
14	10.26.22	<b>ACTION</b>	Mr. Cole to reassess Mallards and Runaway Lane Creek areas for upcoming lake bank erosion projects.	X			
15	10.26.22	<b>ACTION</b>	Mr. Pires to forward agenda backup materials from the County Selection Committee meeting regarding the Watershed Improvement Plan to Mr. Parisi, Mr. Cole and Mr. Adams upon receipt. Mr. Slater to obtain further information from Mr. Patterson.	X			





**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**STAFF  
REPORTS  
B**

<b>FIDDLER’S CREEK COMMUNITY DEVELOPMENT DISTRICT #1</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Fiddler’s Creek Club and Spa, 3470 Club Center Boulevard, Naples, Florida 34114</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 26, 2022</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>December 14, 2022*</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>January 25, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>February 22, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>March 22, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>April 26, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>May 24, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>June 28, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>July 26, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>
<b>August 23, 2023</b>	<b>Public Hearing &amp; Regular Meeting</b>	<b>8:00 AM</b>
<b>September 27, 2023</b>	<b>Regular Meeting</b>	<b>8:00 AM</b>

**\*Exception**

*December meeting date is two weeks earlier to accommodate the Christmas Holiday.*

**FIDDLER'S CREEK  
COMMUNITY DEVELOPMENT DISTRICT  
#1**

**STAFF  
REPORTS  
C**



**Wrathell, Hunt and Associates, LLC**

TO: Fiddlers Creek CDD #1 Board of Supervisors

FROM: Cleo Adams – District Manager

DATE: December 14, 2022

SUBJECT: Monthly Status Report – Field Operations

---

**Landscape Updates:** Last tour conducted with Landcare was held on Friday, October 14<sup>th</sup>. The next review will be scheduled after the holidays.

**Note:** As previously indicated, due to pressure cleaning damage located at the four Spears; plant replacements required - \$4,390.00 – install completed by GulfScapes.

**Landscape Maintenance Contract:** The current contract is set to expire January 31<sup>st</sup>. This is an agenda item for Board's discussion/consideration.

**Note:** Landcare did not submit a bid for the contract. Upon speaking with Dennis Bretz, Branch Manager of Landcare he indicated that Landcare has not made a profit over the past five years., and has since downsized. Landcare has committed to ensuring the contract is whole, i.e., indicating that they are currently identifying areas that require plant replacements and have insured that the program will be 100% complete by the end of January. Staff will be holding back funds in the event that is not the case.

**Hurricane Ian Landscape Damages:** With approval from the Board Chairman, Staff sent a letter to The Foundation on November 8<sup>th</sup> requesting reimbursement of the \$7,380.00 cost for initial cleanup; based on The Foundation agreement with the District; which states that The Foundation is responsible to fund, manage and pay for all cleanup and recovery costs. The District is responsible for capital replacement cost.

**Flower Rotation:** November install consist of Red & White Sunpatiens and were installed Tuesday, November 22<sup>nd</sup>.

**2022/23 Rotation:** November/February/May/August for budget purposes: \$50K.

**Pine Straw Application:** The original schedule was to commence the 2<sup>nd</sup> week of November and anticipated to be completed prior to the Thanksgiving holiday. Due to Hurricane Ian, this project has been delayed and is on the schedule to commence Monday, December 5<sup>th</sup>.

**Solitude Lake Management:** The current lake & wetland contract with Solitude Lake Management, LLC is set to expire February 28, 2023. Staff has gone out to RFP and has provided proposal packages to four contractors. This will be a February agenda item for Board's consideration.

**Lake Debris:** Staff has requested that Solitude inspect the ponds as the water levels drop and identify any required debris removal, tree limbs, palm fronds, etc. caused by Hurricane Ian.

**Decorative Finials/Towers:** As approved at the July meeting, contract with Lykins Sign-Tek was executed the 1<sup>st</sup> day of August - \$58,440.00. Due to Hurricane Ian, this project has been delayed. Upon speaking with the contractor, they are waiting for supplies to be delivered. No further updates at this time.

**Marsh Cove Bridge:** Continued discussion: The decorative bridge in Marsh Cove requires stonework. Cost is \$8,300.00 to be completed by Falcon Contractors in the fall/dry season 22/2023-time frame. **Update:** Falcon Contractors has indicated that they want to pursue completing this project, during the dry season and will be providing an updated quote in the fall, when the waters recede.

**Pressure Cleaning:** As discussed at the October Board meeting, Staff reviewed the current contract agreement which indicates that the District's assets would be cleaned one time per year. Current contract is set to expire September 30, 2023. Current contract \$37,800.00.

**Street Signage:** Fiddlers Creek Parkway: Directional Sign required repairs due to the storm. Total Cost \$180.00

**Note:** Our District Engineer completed an inventory on November 29<sup>th</sup> to include faded sign inserts. The contractor has been provided with that information in order to submit a quote and schedule required repairs.

**Street Lights:** There are several light pole fixtures that require repositioning. Staff has contacted Bentley Electric to review and repair as necessary.